

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Orion Strategies, LLC

2. Registration No.

5437

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.☐ To correct a deficiency in☐ Initial Statement☐ Supplemental Statement for the period ending _____☐ Other purpose (*specify*) _____☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Submission of a contract reflecting a change from the previous filing,

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

Orion Strategies through Randy Scheunemann is filing a change in the contract relationship between Orion Strategies and the Ministry of Foreign Affairs of Montenegro. See attached filing.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

March 17, 2015

/s/ Michael Mitchell

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

Agreement on Provision of Services

Washington, D.C.

February 1, 2015

Hereby Orion Strategies LLC, represented by Mr. Randy Scheunemann, further referred as "Services Provider"

and

the Ministry of Foreign Affairs of the Montenegro, represented by Mr. Igor Luksic, Minister of Foreign Affairs, further referred as "Client" by signing this Agreement have agreed to the following:

I. Subject to the Agreement.

1.1. "Services Provider" shall provide the "Client" with the following:

- 1.1.1. Both written and oral strategic and tactical policy advice on promotion of the interests of the Government of Montenegro in the United States;
- 1.1.2. Advice and assistance regarding membership of Montenegro in the North Atlantic Treaty Organization This shall include, but not be limited to, developing strategy and tactics within both the Executive and Legislative branches of the United States Government. This shall include but not be limited to delivering a written strategic plan within 30 days after the signing of this document and updating that plan annually;
- 1.1.3. Advise and assistance in approaching key policy figures in the executive (with the focus on State Department and White House) and legislative branches, military and business communities, NGOs, media, setting up meetings with them for Montenegrin officials and advancing Montenegro's interests;
- 1.1.4. Advise on schedule and agenda for bilateral visits program and assistance in its promotion including both the visits of Montenegrin governmental officials to the United States and the visits of United States governmental officials to Montenegro;
- 1.1.5. Proposals for media and public affairs strategy aimed at raising awareness of the American public about Montenegro, including assisting in getting articles on Montenegro published in key U.S. newspapers.
- 1.1.6. Provide other advice and assistance upon mutual agreement of the Parties.

2. Duties and responsibilities of the Parties to this Agreement.

2.1. The "Services Provider" shall:

- 2.1.1. Carry out its commitments outlined under the paragraph 1 of this Agreement;
- 2.1.2. Respect confidentiality with regard to the subject of this Agreement and the information obtained during the term of this Agreement, and for two years after the termination of the Agreement;
- 2.1.3. Prepare a strategic plan within 30 days after the signing of this contract and updated annually on the work accomplished pursuant to this contract and a written report on results regularly and at the end of the year, proposing a United States oriented strategic and tactical action plan for promoting Montenegro's interests for the following year;
- 2.1.4. Not transfer the performance of its obligations and responsibilities to any third party.

2.2. The "Client" shall:

- 2.2.1. Pay the "Service Provider" as agreed under paragraph 3 of this Agreement;
 - 2.2.2. Regularly submit information and publications on Montenegro's foreign policy relevant to the services specified in this Agreement and update the "Services Provider" on the ongoing events and situation in Montenegro;
- 2.3. The "Services Provider" confirms that it is unaware of any conflicts or interest that would prevent or interfere with the performance of its obligations and responsibilities as provided herein.

3. Terms and costs for the services.

- 3.1. The Agreement shall enter into force from the first day of February, 2015 and shall remain in force until January 31, 2016 with the parties having the option of extending the contract for an additional one year if agreed by both parties;
- 3.2. The costs for the services (fees) will be billed on a quarterly basis and invoices shall be submitted quarterly. The annual cost for these services (fees only) shall be \$150,000.00 (one hundred fifty thousand). Payments shall be made quarterly (\$37,500.00 per quarter) with the first payment due on or before February 15, 2015 or on the signing of this contract whichever occurs later. The remaining quarterly payments will be made on May 15, 2015, August 15, 2015, and November 15, 2015.

- 3.3. All other expenses fall under the main agreed fee. If additional services would be required, that would be a subject of new fees, if agreed.
- 3.4. In addition to costs of the services referred to in paragraph 3.2 and if agreed upon, the "Client" shall bear the costs connected with at least one consultative trip per year during this contract period to Montenegro, economy class.
- 3.5. This Agreement may be extended upon mutual agreement of the Parties.

4. Notices.

Any notice, communication or demand to be given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made:

- (i) when delivered by hand, or
- (ii) when sent by email (with receipt confirmed) as follows:

If to the "Client", at:

If to the "Service Provider", at:

Orion Strategies LLC
611 Pennsylvania Ave. SE, #437
Washington, DC 20003
Telephone: 703-220-9682

5. Amendment, modification and termination.

- 5.1. Each Party to this Agreement may amend, supplement or modify the provisions/terms of this Agreement by notifying the other Party in writing of any such amendment, supplement or modification;
- 5.2. The provisions/terms of this Agreement shall be deemed to have been amended, supplemented or modified upon written approval by the other Party;
- 5.3. Either Party may terminate this Agreement at any time after by giving two months written notice to the other Party.

6. Settlement of disputes.

- 6.1. The parties hereto shall use their best efforts to settle amicably any disputes arising out of or in connection with the Agreement or the interpretation thereof;
 - 6.2. Any dispute controversy or claim arising out of or in relation to this Agreement, or the breach, termination or validity thereof, that cannot be settled amicably within 30 days after receipt by one party of the other party's request to do so shall be settled in the Arbitration Institute of the Stockholm Chamber of Commerce in accordance with the UNCITRAL Arbitration rules as in force on the date of the Agreement;
 - 6.3. Arbitration proceedings shall be held in Stockholm and shall be conducted in the English language. The parties hereto agree that the arbitration award shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the parties hereby waive any objections to or claims or immunity in respect of such enforcement.
7. Law applicable.

This Agreement is ruled by the laws of Montenegro

8. Language.

- 8.1. This Agreement has been executed in the English and Montenegrin languages both texts being equally authentic;
- 8.2. In case of any dispute arising out of or in connection with the Agreement or the interpretation thereof the English text should prevail;

9. Requisites of the Parties.

9.1. "Service Provider":

Randy Scheunemann
Orion Strategies LLC
611 Pennsylvania Ave. SE, #437
Washington, DC 20003
703-220-9682

9.2. "Client":

Ministry of Foreign Affairs of Montenegro
Stanka Dragojevic 2
81000 Podgorica
Montenegro
+382 20 246 357

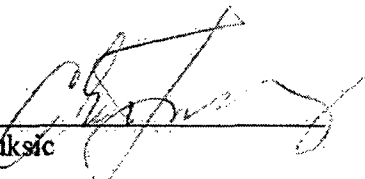
Done

this 26 day of Feb, 2015.

For the "Service Provider":


Randy Scheunemann

For the "Client":

p.o. 
Igor Lukšić